

Data Sharing and Confidentiality. The release of information is authorized by Sections 4141.13, 4141.21, and 4141.43 of the Ohio Revised Code (ORC) and Rule 4141-43-01 of the Ohio Administrative Code (OAC).

1. Records Description. ODJFS will provide CONTRACTOR a date range 'flat file' containing individual claimant information via electronic file transfer or other method mutually agreed to by the parties. ODJFS and CONTRACTOR will exchange information in the form identified in the Data Use Contract or other form to which both parties agree.
2. Verification Procedures. ODJFS makes no guarantee as to the accuracy or currency of the information provided to CONTRACTOR pursuant to this Contract. ODJFS acknowledges that CONTRACTOR obtains its data from third party sources and CONTRACTOR cannot guarantee accuracy, currency, merchantability, or fitness for a particular purpose.
3. Disposition of Obtained Information. Records obtained from ODJFS must be maintained in a separate database and be clearly identifiable as the records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of CONTRACTOR for storage or for any purpose other than that listed in this Contract. CONTRACTOR will retain any identifiable records received from ODJFS only for the period of time required for any processing related to the activities under this Contract and will then destroy the records and notify the ODJFS Contract Manager that the records have been destroyed, except that Contractor's systems may cache a record of the occurrence of the cross-matching process described in the Contract in order to comply with laws and regulations enforced by the Federal Trade Commission and the Consumer Financial Protection Bureau, including but not limited to the Right to Financial Privacy Act (12 U.S.C. § 3401 et seq) and the Fair Credit Reporting Act (16 U.S.C. § 1681 et seq), and the confidentiality and security obligations of this Contract shall survive termination of this Contract for as long as Contractor maintains such cache. No records will be accessed, tested, maintained, backed up or stored outside of the United States.
4. Confidentiality of Information.
 - a. CONTRACTOR will safeguard and maintain the confidentiality of all information received under this Contract in accordance with the applicable unemployment compensation laws of the State of Ohio.

- b. **CONTRACTOR will not use the information provided by ODJFS for any purpose that does not meet the requirements of the applicable unemployment compensation laws of the State of Ohio and is not specifically authorized by this Contract. CONTRACTOR specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Contract exists, including, but not limited to 42 United States Code (USC) 503(a) and 1320b-7 and Title 20, Part 603 of the Code of Federal Regulations (CFR), ORC 4141.21, 4141.22, 4141.43, and 4141.99; and corresponding OAC rules. CONTRACTOR specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.**
- c. **CONTRACTOR agrees and acknowledges that the information provided by ODJFS may be considered confidential or proprietary under the laws of the State of Ohio or under federal law. If ODJFS, as a public entity, receives a public records request for information related to this Contract, ODJFS will promptly notify CONTRACTOR of the request. If CONTRACTOR believes there is information that is confidential or proprietary and should not be released, ODJFS will provide a reasonable period of time for CONTRACTOR to seek to have the confidential or proprietary information withheld from the document prior to releasing the document.**
- d. **ODJFS will prepare data pursuant to the security and encryption standards found in Ohio Administrative Policy IT-13, Data Classification; Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; Ohio Administrative Policy IT-14, Data encryption and securing sensitive data; and NIST Special Publication 800-53, Revision 4. CONTRACTOR shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).**

5. Security Procedures.

- a. CONTRACTOR will restrict access to the information provided by this Contract to only authorized employees and officials of CONTRACTOR who need it to perform their official duties in connection with the use of the information permitted by this Contract.
- b. CONTRACTOR will provide ODJFS with a listing of officials with authority (by position) to request information authorized by this Contract.
- c. CONTRACTOR will provide the ODJFS Contract Manager with a list of each staff member who may access the date range "flat file" provided by ODJFS under this Contract. The list will include the name, title, and telephone number of each such person. CONTRACTOR must also submit a completed and signed ODJFS Personal Confidentiality Statement for each person who may access the date range "flat file" provided by ODJFS under this Contract. The ODJFS Personal Confidentiality Statement is attached hereto as Attachment A and is incorporated herein.
- d. CONTRACTOR will store the information provided by ODJFS under this Contract in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use.
- e. CONTRACTOR will process the information provided by ODJFS under this Contract and any records created from the information under the immediate supervision and control of authorized personnel. The information will be processed and utilized in a manner that will protect the confidentiality of the information, and stored in such a way that unauthorized persons cannot retrieve any such information by computer, remote terminal or other means.
- f. CONTRACTOR will advise all staff members who will have access to the information and to any records created from the information of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws.

- g. Upon reasonable advanced notice, CONTRACTOR will allow ODJFS to make onsite inspections to ensure that the requirements of Ohio and federal law, regulations, and this Contract are met.
 - h. CONTRACTOR will not disclose information obtained from ODJFS, except pursuant to the applicable provisions of the unemployment insurance laws of Ohio and this Contract.
 - i. CONTRACTOR will immediately notify the ODJFS Contract Manager of any suspected or actual violation of the terms of this Contract.
 - j. CONTRACTOR, if responsible for a breach of ODJFS data security, shall act in compliance with Ohio law at the time of the breach.
 - k. CONTRACTOR shall provide appropriate training to all staff that work with ODJFS records in regards to all confidentiality and security measures needed.
6. Records Usage, Duplication and Redisclosure Restrictions. CONTRACTOR agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS.
- a. CONTRACTOR will use the data supplied by ODJFS only for purposes of this Contract, and only to the extent necessary, as specified in this Contract.
 - b. CONTRACTOR will not duplicate or distribute any information provided by ODJFS to another party without prior written authority from ODJFS. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this Contract.
 - c. CONTRACTOR will not disclose information obtained from ODJFS except pursuant to the applicable provisions of the unemployment compensation laws of Ohio and this Contract.
 - d. CONTRACTOR will not disclose information provided in any manner that would disclose the identity of an individual or employing unit by either direct or indirect means.
 - e. CONTRACTOR is strictly prohibited from redisclosing information received from ODJFS, unless such redisclosure is pursuant to written Contract which shall include the provisions of this Section J and is approved by ODJFS in advance of the redisclosure.